

EXHIBIT 5

NORTH CAROLINA

MECKLENBURG COUNTY

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
BEFORE THE CLERK

18 SP 3713

| | |
|--------------------|-------------------------|
| MECKLENBURG COUNTY | |
| FILED #103 | |
| FEB 18 2019 | |
| AT _____ | O'CLOCK _____ M |
| BY _____ | CLERK OF SUPERIOR COURT |

IN THE MATTER OF THE
FORECLOSURE OF A DEED OF TRUST
FROM RICKY D. JONES, DATED
MARCH 27, 2008, RECORDED IN BOOK
23557, PAGE 914, MECKLENBURG
COUNTY REGISTRY

NOTICE OF FORECLOSURE SALE

Pursuant to an order entered February 18, 2019, in the Superior Court for Mecklenburg County, and the power of sale contained in the captioned deed of trust ("Deed of Trust"), the undersigned Substitute Trustee will offer for sale at auction, to the highest bidder for cash,

ON THE FIRST FLOOR OF THE COURTHOUSE IN
CHARLOTTE, MECKLENBURG COUNTY, NORTH CAROLINA
ON MARCH 18, 2019 AT 1:00 P.M.

the real estate and the improvements thereon secured by the Deed of Trust, less and except any of such property released from the lien of the deed of trust prior to the date of this sale, lying and being in Mecklenburg County, North Carolina, commonly known as 5704 Bradford Lake Lane #20, Charlotte, NC, and being more particularly described as follows:

Being all of Condominium Unit #20 of Village Glen Condominium, Map 5 as described and designated in the Declaration of Condominium for Village Glen Condominium under the North Carolina Condominium Act (the "Declaration") recorded in Book 45 at page 930 in the Plans of Village Glen Condominium set forth in Unit Ownership File No. 651; together with the currently effective undivided percentage interest in and to said Common Areas and Facilities as set forth in said Declaration.

In the Trustee's sole discretion, the sale may be delayed for up to one (1) hour as provided in Section 45-21.23 of the North Carolina General Statutes.

The record owner of the real property not more than ten days prior to the date hereof is Ricky D. Jones.

A five percent cash deposit, or a cash deposit of \$750.00, whichever is greater, will be required of the last and highest bidder. The balance of the bid purchase price shall be due in full in cash or certified funds at a closing to take place within thirty (30) days of the date of sale. The undersigned Substitute Trustee shall convey title to the property by nonwarranty deed.

This sale will be made subject to all prior liens of record, if any, and to all unpaid ad valorem taxes and special assessments, if any, which became a lien subsequent to the recordation of the Deed of Trust. This sale will be further subject to the right, if any, of the United States of America to redeem the above-described property for a period of 120 days following the date when the final upset bid period has run.

*Posted
2-18-19
MB*

The purchaser of the property described above shall pay the Clerk's Commissions in the amount of \$.45 per \$100.00 of the purchase price (up to a maximum amount of \$500.00), required by Section 7A-308(a)(1) of the North Carolina General Statutes. If the purchaser of the above described property is someone other than the Beneficiary under the Deed of Trust, the purchaser shall also pay, to the extent applicable, the land transfer tax in the amount of one percent (1%) of the purchase price.

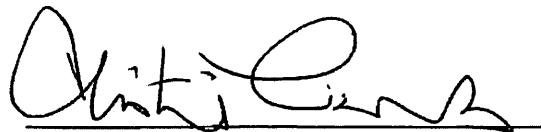
To the extent this sale involves residential property with less than fifteen (15) rental units, you are hereby notified of the following:

a. An order for possession of the property may be issued pursuant to Section 45-21.29 of the North Carolina General Statutes in favor of the purchaser and against the party or parties in possession by the clerk of superior court of the county in which the property is sold; and

b. Any person who occupies the property pursuant to a rental agreement entered into or renewed on or after October 1, 2007, may, after receiving the notice of sale, terminate the rental agreement upon 10 days' written notice to the landlord. Upon termination of a rental agreement, the tenant is liable for rent due under the rental agreement prorated to the effective date of the termination.

This 18th day of February, 2019.

By:



Christine M. Lamb, Attorney for
John W. Fletcher III, Substitute Trustee
831 East Morehead Street, Suite 255
Charlotte, NC 28202